

Ames

IBEW #55 (Public Works)

7/1/2005 6/30/2007

AGREEMENT

CITY OF AMES

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 55



JULY 1, 2005 - JUNE 30, 2007

AGREEMENT
CITY OF AMES
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 55

This Agreement made and entered into as of this 1st day of July, 2005, by and between the City of Ames, Iowa, hereinafter known as the "Employer", the "City" or the "Utility", and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the "Union".

ARTICLE I
RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent with respect to wages, rates of pay, hours of employment and other matters as provided in Section 9 of Chapter 20, Code of Iowa, for all regular employees in the following described unit as certified by the Public Employment Relations Board on September 16, 1975, in Case No. 15 and amended in Case Nos. 1020, 1583, 2640, 2971, 3169 and 5090:

Included: All employees of the Electrical Distribution Division of the Electric Utility Department of the City of Ames in the following positions: records and materials assistant, groundswoker, truck driver-groundswoker, electrical service worker, underground electrical service worker, apprentice electric lineworker, electric lineworker, electric line foreman, substation foreman, substation electrician, apprentice substation electrician, electrical engineering technician, electrical meter repair worker, apprentice electrical meter repair worker, electrical engineering assistant, electrician's helper and storekeeper.

Excluded: All other municipal employees and all persons excluded by Section 4 of Chapter 20, Code of Iowa.

This contract is intended to cover the job classifications set out on Addendum A and such other job classifications within the bargaining unit as are hereafter created or established.

ARTICLE II
DEFINITIONS

2.1 An employee is one described in Article I, above.

2.2 A regular employee is a full time, permanent employee who has completed the probationary period.

2.3 A permanent employee is one whose employment is intended to be permanent and not temporary such as for vacation relief, student employment and similar temporary employment circumstances.

2.4 A full-time employee is one whose normal employment schedule is for forty (40) hours per week or more.

2.5 A probationary employee is one who has not completed the first six (6) months of continuous service with the City as a regular employee. During the probationary period, such employee may be terminated, suspended, otherwise disciplined, or laid off for any reason at the sole discretion of the Utility.

2.6 Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee".

2.7 "Days" when used in this agreement except where otherwise specified shall mean calendar days. "Working days" shall mean Monday through Friday, excluding holidays.

2.8 Discharge. The separation of a permanent employee for cause.

2.9 Layoff. The involuntary non-disciplinary separation of an employee from a position because of a reduction of number of positions in the job classification.

2.10 Leave. An approved absence from work as provided for by this contract.

2.11 Overtime. Authorized time worked by an employee in excess of the total normal working hours per day.

2.12 Regular Part-time Employee. An employee who works at least twenty (20) hours per week on a regularly scheduled basis.

2.13 Position. Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

2.14 Suspension. The temporary separation of an employee, without pay, for disciplinary purposes.

2.15 Termination. The permanent separation of an employee from service of the City, including death, rejection, discharge, layoff, resignation or retirement.

ARTICLE III EMPLOYER AND UNION RIGHTS AND RESPONSIBILITIES

3.1 General Responsibilities. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Utility must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees that it will earnestly strive to improve and strengthen good will between and among the Utility, the employees, the Union, and the public.

Accordingly, the Union agrees for itself and for employees of the Utility in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service; that they will use their influence and best efforts to protect the property of the Utility and its service at all times as a matter of enlightened self-interest.

The Utility agrees, on its part, that it will cooperate with the Union to promote safe operations, harmony and efficiency among the employees covered by this agreement.

The City and the Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

3.2 Management Rights. The Union recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the Employer, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, Code of Iowa) and without limitation on the foregoing, the right to manage the Utility's business and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the Utility, to determine the size and location of operations, the right to subcontract work, and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote and demote employees and the right to discipline, suspend and discharge employees and the right to lay off; the right to determine the number and starting times of shifts, the number of hours and days in the work week, and hours of work; the right to determine the number of persons to be actively employed at any time, the right to enforce and require employees to observe rules and regulations set forth by the Utility or the City, and the right to set work standards and to maintain performance records for all jobs. Provided, however:

- (a) These management rights shall not be used for the purpose of discriminating against any employee because of membership or non-membership in the Union.
- (b) The right to discipline employees is subject to the limitations and procedures provided in this agreement.
- (c) The above rights are reserved to and vested in management subject only to the provisions of this agreement.
- (d) The right to subcontract work normally performed by members of the bargaining unit shall not be used for the purpose of eliminating employees in the bargaining unit, or for reducing their regular hours or base rate of pay. Management agrees that non-bargaining unit employees shall not perform bargaining unit work except in an emergency.

An exception to this provision is the Meter Repair Supervisor, who shall be allowed to do bargaining unit type work provided that it does not result in a reduction of working hours for bargaining unit employees.

3.3 Non-discrimination. The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action under such program undertaken by the City or the Utility.

3.4 Union Membership. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There shall be no discrimination by either party because of membership or non-membership in the Union.

3.5 Dues Checkoff. The City agrees to make deductions for regular monthly union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the City and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the City. Should the City be held liable for any observance or compliance

with any Union dues authorization, the Union will hold the City harmless from any such liability and any costs, expenses, and attorney fees incurred thereby. The Union shall submit authorization cards to the City at least fifteen (15) days in advance of the desired dues check-off date.

3.6 No Lockout, No Strike. The Employer agrees that, during the term of this agreement, it will not engage in any lockout of its employees. It is agreed that, during the term of this agreement, there shall not be any work stoppage, strike, slowdown; picketing, or bannering, boycott, sympathy strike, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the Employer. As to picketing and bannering, the Union shall be responsible only for such picketing and bannering as is authorized by it provided that the Union shall make every reasonable effort to eliminate any unauthorized picketing or bannering. Any or all employee(s) who violates this section may be discharged or disciplined.

3.7 Union Visitation Rights. For purposes of investigating pending grievances and other legitimate Union business, duly authorized representatives of the Union shall have access to Utility premises with management's prior consent, which shall not be unreasonably withheld. "Legitimate union business" shall not include activities such as dues collection, membership recruiting, bargaining strategy meetings, etc. In no instance shall union visitation interfere with the normal work or service of the utility.

3.8 Bulletin Board. Bulletin board space shall be provided which may be used by the Union or employees for the posting of Union notices relating to Union meetings or other bona fide Union business. These notices shall be signed by an official representative of the Union and initialed by a responsible official of the Utility before posting.

ARTICLE IV ADJUSTMENT OF GRIEVANCES

4.1 Discipline.

- (a) The Utility will not discipline regular employees except for just cause which is defined to include but not limited to the following: intentional falsification of employment application, time card or other records, intentional or reckless damage to City property, tardiness, drunkenness, drug usage (other than usage as prescribed by a licensed physician), failure to report for work without good cause, failure to give notice of inability to report for good cause, inefficiency, insubordination, theft, refusal to perform assigned duties, violation of City or Utility policies, rules or regulations, or any act or conduct which is in breach of or contrary to the provisions of this agreement.
- (b) In all cases where regular employees are suspended or discharged, notice thereof shall be given to the Union and the reasons therefor shall be given to the employee and to the Union upon request of the employee. If it is claimed that such discharge was in violation of this agreement, appeal from discharge or suspension must be taken within five (5) working days by written notice to the Director of the Utility otherwise no appeal will be allowed. Such appeal shall be processed beginning at Step 2 of the grievance procedure.

4.2 Grievance and Arbitration. A grievance is defined as a dispute an employee or group of employees may have with the Employer concerning the interpretation, application or violation of the terms of this agreement by the Employer. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without the steward, to the Electric Distribution Superintendent or Assistant Electric Distribution Superintendent (for those employees in the distribution division) or to the Electrical Engineer - Transmission & Distribution (for those employees in the electrical engineering section) or to the Electric Meter Supervisor (for those employees in the electric meter section) within three (3) working days after the occurrence upon which the grievance is based. If the oral grievance is not resolved, the grievance may be submitted in writing to the aforementioned supervisor within six (6) working days after the occurrence upon which the grievance is based. The grievance shall be reduced to writing by the grievant or a Union representative, signed by the aggrieved employee and the steward (or business representative) and shall specifically state the section or sections of this agreement alleged to have been violated. The employee shall receive a written response within five (5) working days after the employee has presented the written grievance.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and/or steward within five (5) working days after the answer in Step One. The written grievance shall be promptly presented to the Director of the Utility or designated representative, who shall give an answer in writing to the employee and steward (or business representative) within five (5) working days after the grievance has been presented at Step Two.

Step Three. If the employee or Union is not satisfied with the disposition of the grievance in Step Two, it may be appealed by the employee or the Union within five (5) working days by presenting the grievance in writing to the City Manager. The answer of the City Manager after such investigation or hearing or other procedure as the City Manager deems appropriate shall be given within ten (10) working days after submission of the grievance at Step Three.

Step Four.

(a) Demotion, Suspension, Discharge. As to matters of demotion, suspension or discharge appeals from the City Manager's action on the grievance shall be taken to the Civil Service Commission in the manner provided by law, ordinance or regulation.

(b) Other Grievances. Other grievances may be pursued beyond Step Three in the following manner:

Within five (5) working days after the receipt of the City's Step Three answer, the grievance may be submitted to arbitration by the Union. Notice to the City of such submission shall be in writing, signed by a representative of the Union, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator. After receipt of such notice, a representative of the City and of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which one will be selected by the parties. If the parties cannot agree on an arbitrator from the list, then each party shall alternately, beginning with the party who requested arbitration, strike one name from the list until one name remains and the person then remaining shall be the arbitrator.

4.3 Time Limits. The failure by an employee, the Union, or its representatives to process a

grievance within the applicable times specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits may be extended at any time by mutual written agreement.

4.4 Grievance and Arbitration Expenses and Limits. The Union and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. A decision of an arbitrator, within the scope of the arbitrator's authority, shall be final and binding on the Union, the Employer, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the City and the Union. The arbitrator shall confer with the representatives of the Utility and the Union and hold a hearing promptly and shall issue a binding decision not later than sixty (60) calendar days from the date of the close of the hearing, or submission of briefs.

No grievance or arbitration shall be pursued or entertained which is pursued under the Merit or Civil Service system or procedures established pursuant to Chapter 400, Code of Iowa.

ARTICLE V SENIORITY

5.1 Definition. Seniority shall mean length of continuous service in a classification in the service of the Utility. Classifications are those set out as "included" in Section 1.1.

5.2 Application. Subject to the requirements and procedures of the Civil Service Commission, and the other provisions of this agreement, where qualifications, performance, ability and fitness are equal as between those eligible for promotions to fill vacancies or those subject to layoff or eligible for recall, the seniority of all employees eligible shall be fairly considered in each case and as to each employee in the selection of employees for such promotion, layoff, or recall and with respect to such other matters as are expressly set out in this agreement.

5.3 Loss of Seniority. Seniority shall be lost in the following circumstances:

- (a) When an employee quits. An employee who is absent for three (3) consecutive days without notifying the Utility or without good cause shall be deemed to have quit.
- (b) When an employee is discharged.
- (c) Layoff for a period continuing more than one (1) year.
- (d) Leave of absence (other than military leave or compensable injury absence) for more than one (1) year.
- (e) Failure to report for work on expiration of leave.
- (f) Failure to report for work within two (2) weeks after notice of recall from layoff. Within five (5) days after notice of recall employees shall notify the Utility of their intention to return to work.
- (g) Engaging in other employment or business while on leave, other than vacation or military leave.

5.4 Layoff Notice. Regular employees on seniority lists released due to lack of work shall be entitled to ten (10) days advance notice in writing. Regular employees on seniority lists leaving the employment of the Utility of their own volition shall give the Utility two (2) weeks, (10 working days) notice or forfeit all rights under this agreement.

5.5 Military Leaves. The City Manager shall grant leave without pay to employees for the purpose of regular service or training duty in the Armed Forces of the United States without loss of seniority, providing that military leave shall be with pay during the first thirty (30) calendar days of such leave. All employees taking such leave shall give the City Manager an opportunity to determine, within the limits of government regulations, when such leave shall be taken. At the option of the City Manager, an employee commencing a military leave of absence of more than 90 days shall be paid in a lump sum for all accrued vacation leave.

An employee ordered to report for active duty in the National Guard or Reserve Military, Naval or Air Forces of the nation shall present copies of such orders to the Human Resources Department at least ten (10) days before the reporting date, or as soon as such orders are received if the employee is required to report in less than ten (10) days from first notification of duty to report, in order to be covered.

5.6 Seniority During Leave for Injury on Duty. Any employee of the Utility covered by this agreement who is injured while on duty shall continue to accumulate seniority during compensable absence due to injury, and shall be reinstated upon recovery to the former position with full seniority rights, provided the employee is physically qualified to return to work. It is understood that when such an individual returns to work, the regular rules of seniority will prevail for those employees below said individual on the seniority list, unless mutually agreed upon between the Union and the Utility.

ARTICLE VI WORKING CONDITIONS

6.1 Work Outside Normal Utility Area. When it is necessary for an employee to work away from the normal area of the Utility in the service of the Utility, the Utility will pay the actual, reasonable, and necessary lodging and meal expenses and will pay for the time actually spent in travel at the appropriate regular or overtime hourly rate.

When an employee is working to assist another organization away from the normal area of the Utility, the employee shall be paid the normal rate of pay or the prevailing rate of pay, whichever is higher, for all hours worked and for travel time.

6.2 Working with Primary and Secondary Voltages. Both parties have agreed upon mutually acceptable safety rules and regulations which are stated in Addendum D. The parties recognize that staffing issues are permissive and, therefore, not mandatory items of bargaining. Provisions in Section 6.2 are not to be construed or deemed as permission or agreement by the employer for bargaining on any other staffing issues now or in the future.

6.3 Glasses, Tools, Equipment, Clothing.

- (a) The Utility shall pay the cost of safety glasses, or special glasses when safety glasses are inappropriate, and any prescriptive correction (but not examination cost) required and shall replace them when broken in service of the Utility, but not more often than three (3) times in any two (2) year period. The Utility will furnish all equipment and tools in fixed locations. Such equipment and tools are not to be removed from the premises without the approval of the superintendent.

- (b) The Utility shall furnish, and the employee shall wear, normal and protective clothing as mutually agreed and listed in an Addendum C. All uniforms which are furnished to employees by the Utility are to be worn only when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, union meetings, etc., which do not reflect poorly on the image of the City. Employees in City uniforms shall not indulge in the use of alcoholic beverages in public places.
- (c) The Utility will furnish all necessary safety equipment for the protection of the employees working on energized lines or equipment including approved hot line tools and it is the rules of the parties hereto that they be used. The most current edition on hand of the "Safety Manual for an Electric Utility", of the American Public Power Association, is made a part of this agreement by reference and it is agreed that by the parties hereto it be obeyed. However, whenever the safety manual requires questions on safety to be referred to the foreman, such questions also shall be brought to the attention of the superintendent for appropriate action.

6.4 Standby. When it is necessary for an employee to standby, it shall be for a week and the employee shall be paid two and one half (2.5) hours pay per day at the normal rate of pay. One employee shall use a Utility furnished pickup during standby duty.

6.5 Union Leave. An employee of the Utility who may be duly delegated to transact business for the Union, other than with the Utility, which requires absence from duty, shall upon five (5) working days written notice to the employee's immediate supervisor, and with the permission of the proper representative of the Utility, be allowed to be absent without pay for sufficient time to transact such business. Permission will not be unreasonably denied. No more than two (2) employees in the unit shall be on such leave at any one (1) time and further no more than twelve (12) working days in any one (1) contract year may be used for this purpose.

6.6 Meal Allowances. The Utility will provide meals as follows:

- (a) When an employee is called to perform unscheduled work prior to the normal starting time and works until one hour or less of the starting time, the employee shall be entitled to a meal at Utility expense but not on Utility time. However, the employee will lose no time on the regular work day due to this meal (up to a maximum of 45 minutes for the meal).
- (b) If an employee is scheduled to start work prior to 5:30 A.M. and the work continues until one hour or less of the normal starting time, the employee is entitled to a meal at Utility expense but not on Utility time. However, the employee will lose no time on the regular work day due to time spent on this meal (up to a maximum of 45 minutes for the meal).
- (c) If an employee is called to work after the normal quitting time and before 7:30 p.m. and works for two (2) hours or more, the employee is entitled to a meal at Utility expense which shall be on Utility time if the employee returns to work following the meal. The employee is also entitled to an additional meal for each additional six (6) consecutive hours worked thereafter (up to a maximum of 45 minutes for each meal).
- (d) If an employee is called to work after 7:30 p.m. and works for six (6) consecutive hours, the employee shall be entitled to a meal at Utility expense which shall be on Utility time if the employee returns to work following the meal. The employee is also entitled to an additional meal for each additional six (6) consecutive hours

worked thereafter (up to a maximum of 45 minutes for each meal).

- (e) When an employee is called to work on an emergency and the situation is such that time is of the essence, the Utility will provide food in the manner most appropriate to the circumstances and pay for the time spent eating at the rate in effect at the time (up to a maximum of 30 minutes for the meal).

6.7 Rest Period. The Utility provides one (1) fifteen (15) minute rest period each working half day to be taken at the job site when the employee's work or time permits with no extra travel time allowed.

6.8 Unreasonable Weather. The Utility will not require employees covered by this agreement to work out of doors during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public.

6.9 Work Assignments. Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with the Addendums of this agreement for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out assignments in the job classification in which the employee is working either alone or together with other employees consistent with safety.

Although an employee will normally perform work associated with the classification, the employee will be expected to perform any work which the employee is qualified to do connected with the operation of the Utility, no matter what the work classification may be. No employee shall suffer a reduction in pay for doing work on temporary assignment to a lower paid classification, and shall be paid the rate of a higher classification for three (3) hours or more of the work day.

When a crew is sent to work without a Foreman present, the senior journeyman shall be designated as temporarily in charge and shall receive the Foreman's rate of pay when doing such work for three (3) hours or more of the work day. A crew is defined as at least three (3) employees, including the Foreman, assigned to work on a single work project or task. Employees regularly holding the classification of Foreman shall continue to be paid at the wage rate for Foreman, even when two (2) or more Foremen are working together, as in cases when crews may be combined.

6.10 Residence. The required residence area is the area bordered by the Boone and Story County lines on the north and south, State Highway 65 on the east; and on the west, County Road R27 north of Boone, and the Des Moines River south of Highway 30 to the Boone County line. Communities intersected by the borderlines, and Zearing, shall be considered within the area. The permitted residency area is that area inside the borderlines. The area adjacent to but outside the borderlines is not included. After completing his/her probationary period, a new employee shall, within six (6) months, reside within the residency area. The department head may allow an employee up to an additional six (6) months if the employee provides documentation of financial commitment to move within the residence area.

6.11 Labor Management Meetings. A labor-management meeting may be held at the request of either party with one (1) week's notice, in order to discuss concerns of either party. At the time of giving notice, the requesting party must also submit an agenda of items which will be discussed at the meeting. It is agreed that there will be no more than four (4) meetings per fiscal year, unless mutually agreed upon, and that pending grievances will not be discussed at these labor-management meetings. The committee will consist of a representative from the City Manager's office, a representative from the Human Resources Department, and a representative from the management of the Electric Department. In addition to these three (3) City representatives, there will be three (3) representatives from the Union.

ARTICLE VII
WORKING HOURS - OVERTIME

7.1 Work Week. The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, and the normal work day shall consist of eight (8) hours. A shift comprising forty (40) hours per week of other than five (5) eight-hour days may be substituted provided that such shift is not more than ten (10) hours per day. All daily overtime premium provisions for such shift will apply at the end of such shift. Any change in the normal work week shall be made only after two (2) weeks advance notice in writing.

7.2 Overtime. When it is necessary for hourly paid employees to work more than their regularly scheduled hours in a work day, those employees shall be paid one and one-half (1-1/2) times their scheduled rate for all hours in excess of such regular schedule. Overtime will also prevail after forty (40) hours of credited work in any work week.

Compensatory Time. Compensatory time is not considered additional vacation. The employee may elect to receive overtime pay or compensatory time. Compensatory time shall be granted at such times as are mutually agreed upon between the involved employee and his/her supervisor. If the employee does not notify the supervisor by the end of the pay period, the time shall be earned as overtime pay. Maximum accumulation of compensatory time shall not exceed 40 hours within the contract year and shall be used within the contract year. Unused compensatory time shall be paid out on June 30th of the fiscal year in which it is earned. Compensatory time shall be used in half day increments.

7.3 Call-in. A minimum of two (2) hours pay at regular overtime rates shall be allowed to all employees who are called back to work after having been released from the regular day's work, or if called in for unscheduled work before their regular starting time of any day.

The superintendent shall set and post the policy by which the standby duty lineworker can call in additional personnel. The policy shall include the number of employees the duty lineworker discretionally can call in without approval by management and the chain of command to be contacted if the duty lineworker wants more personnel than the duty lineworker is authorized to call without approval.

7.4 Overtime Distribution. Scheduled overtime opportunity shall be distributed as equitably as practicable over a reasonable period of time among the employees within the classification who regularly perform the class of work being done. An employee who is called to work overtime and turns down the call will be charged, for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the call is charged.

The Utility will post on appropriate bulletin boards or provide to the Union's designated representative a monthly overtime report listing the amount of scheduled overtime worked by or charged to each employee during the pay periods included in the previous month, and for the year to date.

Employees shall not be required to take time off during regular scheduled work hours for overtime worked or to be worked.

7.5 Work Over Sixteen (16) Hours. An employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at double the straight time rate for all hours worked in excess of sixteen (16) hours, and upon release, shall receive eight (8) consecutive hours of rest including travel time, before returning to work. If this rest period extends into the regular scheduled working hours, the employee shall be excused from that portion of the regular hours, and lose no pay for such excused time. After receiving such rest period, the employee shall not thereafter become

subject to the provisions of this section until the employee again works sixteen (16) hours in a subsequent twenty-four (24) hour period. Such subsequent twenty-four (24) hour period shall not commence earlier than the employee's reporting to work following the rest period. Should the situation develop during a regular work day, the twenty-four (24) hour period shall commence at the start of the regular work day.

7.6 When an employee has worked sixteen (16) hours in any twenty-four (24) hour period and has not been released for a full eight (8) consecutive hour rest period, the employee shall be paid double time thereafter for all hours worked until the employee is released for eight (8) consecutive hours. All employees will take an eight (8) consecutive hour rest period after working sixteen (16) hours in any twenty-four hour period unless instructed otherwise by management supervision.

7.7 Weekend Work. Work commencing after the end of the last scheduled work day of a calendar week and/or before the beginning of the first scheduled work day of the next calendar week is deemed as "weekend work". Employees performing weekend work will be paid at the rate of time and one-half for the first eight (8) hours and thereafter at the rate of double time.

7.8 Authorization of Overtime. All overtime work shall be authorized by a designated representative of the Utility management.

7.9 Rest Time. An employee who is called to work between the hours of midnight and six a.m. shall receive equal time off for all hours worked, and it shall be the responsibility of the employee to notify the supervisor whether he/she chooses to take these hours at the beginning of the work day or at the end of the work day. The employee shall be paid the normal hourly rate for any scheduled hours missed.

The provisions of Section 7.9 will not apply when the conditions of Section 7.5 are met.

7.10 There shall be no pyramiding of overtime pay for the same hours worked.

ARTICLE VIII HOLIDAYS

8.1 Holiday Days. The Utility will pay each of its employees eight (8) hours of regular pay for the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and a floating Christmas holiday. Whenever a holiday falls on a Saturday, the preceding day is considered to be a holiday. Whenever a holiday falls on a Sunday, the following day is considered to be a holiday.

8.2 Holiday Pay. Whenever an employee is required to work on a holiday to maintain or restore service or protect equipment, the Utility will pay the employee the allowed holiday straight time plus time and one-half for the number of hours worked; provided, however, for eight (8) holidays designated as agreed to by the parties, double time shall be paid for all hours worked during those eight (8) days. Effective July 1, 1991, there shall be ten (10) designated holidays. Designated holidays are Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving, Friday after Thanksgiving, Christmas, and a floating Christmas holiday. Effective July 1, 1991, designated holidays shall also include New Year's Day and President's Day. In the event a holiday falls within an employee's vacation period, the employee is entitled to one (1) extra day of vacation. In the event a holiday falls within an employee's stand-by duty week, the employee is entitled to a choice of eight (8) hours straight time pay or eight (8) hours of compensatory time for the holiday.

ARTICLE IX VACATIONS

9.1 Vacation Accrual. All full time regular employees covered by this agreement shall be entitled to vacations each year in accordance with the following:

- (a) Six (6) hours and forty (40) minutes each month for the first seven (7) years of service (months 1 through 84).
- (b) Ten (10) hours each month through the fourteenth (14) year of service (months 85 through 168).
- (c) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 300).
- (d) Sixteen (16) hours and forty (40) minutes each month after completing twenty-five (25) years (months 301 and on).

9.2 Vacation Year. Vacation year shall be from anniversary date through anniversary date. Vacation leave shall not be accumulated in excess of fifteen (15) working days; or in the case of employees with seven (7) or more years of service (months 85 through 168), twenty-three (23) working days; or in the case of employees with fourteen (14) or more years of service (months 169 through 300), thirty (30) working days; or in the case of employees with twenty-five (25) or more years of service (months 301 and on), thirty-eight (38) working days.

9.3 Vacation Pay. Employees shall receive their regular hourly rate of pay for their normal job classification for each hour of vacation.

9.4 Vacation Scheduling. The Utility will schedule vacations taking into account the wishes of the employees (by length of service with the Utility when wishes conflict within a classification) as to the time of taking vacations, subject to work load and the needs of the Utility.

9.5 Terminal Leave. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of termination, provided the employee has been in the continuous service of the City for at least six (6) full months and has given a two (2) weeks written notice to the department head.

9.6 Minimum Vacation. Vacation shall not be granted in units of less than one-half (1/2) hour.

ARTICLE X SICK LEAVE - OTHER LEAVE

10.1 Employee Sick Leave

- (a) Accrual. Temporary and part time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at a rate of one (1) day per month of continuous service.
- (b) Pay. In the event of sickness or off the job injury, the employee will receive eight (8) hours straight time pay at the employee's regularly classified wage rate for each work day that the employee is sick or unable to work because of such sickness or injury to the extent of the earned sick leave credit; but not more than forty (40) hours of sick leave benefit at straight time pay in any one (1) week. Sick leave is in no way to be

construed as additional vacation time.

- (c) Payment for Unused Sick Leave. In the event of regular or disability retirement provided for under one of the officially established retirement plans of the City, or death of an employee prior to regular retirement, such employee is entitled to payment for unused sick leave as follows:

Twenty-five percent (25%) of the employee's last regular hourly rate of pay for all hours in excess of 720 (ninety eight-hour work days).

- (d) Limitations and Requirements. The granting of sick leave is subject to the following requirement:

- (1) Prompt Notification. An employee who is to be absent on account of sickness or an off-the-job injury is to notify the employee's superintendent or superintendent's designee as early as practicable on the first day of such absence and in advance of the employee's regular scheduled hour for reporting for work on each and every day of such sickness or injury, unless such notification is waived by the superintendent.
- (2) Applications That Require Prior Approval. Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head accompanied with physicians recommendations, prior to the beginning of leave.
- (3) Medical Certificates. The Utility may require the employee to furnish a medical or dental certificate from an MD, DO or DDS, certifying that the employee was unable to work. In cases where a supervisor releases an employee from duty because of illness, sick leave benefit for the balance of the work day is automatically allowed provided the employee is otherwise eligible for sick leave benefits.
- (4) Injury From Outside Employment. Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than this Utility.
- (5) Abuse. Any employee found guilty of abusing the sick leave provisions contained in this agreement shall be subject to discipline by the Utility. The Union may also discipline a member for abuse of the sick leave provisions contained in this agreement.
- (6) Doctor's Appointment. Sick leave may be accumulated from year to year with no maximum limit and may be granted in minimum units of one-half (1/2) hour.

10.2 Family Sick Leave. Employees may use up to three (3) days of accrued sick leave per fiscal year for occasions which require the employee to care for a member of their immediate family who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law; or other dependents if living in the immediate

household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by state or local law.

10.3 Compensable Injuries.

- (a) Accident Reports. When an employee of the City suffers an injury in the line of duty, a report of such accident shall be made immediately by the head of the department in which such individual is employed to the Risk Manager. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- (b) Leave. Injury leave with pay shall be granted to employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned jobs.
- (c) Request for Payment of Wages. If, in the opinion of the Department Head, the injured employee is unable to return to work after one (1) work week, the Department Head shall file with the Risk Manager a request to approve further absence of the employee and the continuation of payments equivalent to the employee's regular salary or wage for a specified period which shall not exceed two (2) 15-day periods. The Risk Manager may require that such request for continued payment of salary or wages be accompanied by a statement from the employee's physician, or other physician designated by the City, certifying the employee's disability.
- (d) Method of Payment. During such injury leave, the City shall pay full pay to such employee, either as direct payment from salary funds or as workers' compensation benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which the employee would have received for such period at the regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.
- (e) Extent of Leave. Such injury leave may extend for as long as six (6) months unless it is determined sooner by competent medical authority, approved by the Risk Manager and the City Manager, that the employee can return to duty. Employees, if still disabled beyond six (6) months, will be entitled to leave with pay as follows:
 - (1) Three (3) months with workers' compensation benefits plus two-thirds (2/3) of the difference between the employee's full pay and workers' compensation benefits.
 - (2) Another three (3) months with workers' compensation benefits plus one-third (1/3) the difference between the employee's full pay and workers' compensation benefits.
 - (3) At the end of one (1) year from the date of injury, the employee shall be entitled to workers' compensation benefits for the duration of the disability as provided by Chapter 85 of the Code of Iowa.
 - (4) If declared by competent medical authority, and approved by the Risk Manager and the City Manager, to be unable to return to work or to be permanently disabled, the employee shall, after one (1) year from the date of the disabling injury, be permitted to use vacation and normal sick leave as provided for in the Policies and Procedures before being retired from City service.

- (f) Notice of Injury - Failure to Report. An employee who is physically able and who fails to report a known injury within twenty-four (24) hours, however minor, to the immediate supervisor and to take such first aid or medical treatment as may be necessary shall not be eligible for injury leave as outlined above.

10.4 Emergency Leave. Emergency leave of up to three (3) days with pay shall be granted to all probationary and permanent full time employees in the event of death or serious illness in the immediate family. Two (2) days of additional emergency leave may be granted and charged to sick leave.

"Immediate family" means the mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of an employee.

"Foster parent" includes foster parents who have acted as parents (for one without legal parents) for a substantial portion of the employee's life.

"Serious Illness" shall generally be considered to be an illness or injury causing an individual to be in a hospice state or hospitalized in serious or critical condition. In the event of childbirth or emergency type service, the condition of the individual after such service or occurrence (as indicated by the physician, e.g. stable, serious, critical) shall be the determining factor as to how much, if any, emergency leave is used. If emergency leave is not warranted, annual leave or leave without pay shall apply.

10.5 Funeral Leave. Permanent full time employees may be allowed up to one-half (1/2) of the work day off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head may decide on the amount of time actually required for funeral attendance up to one-half (1/2) the work day and the number of employees who may attend the funeral.

10.6 Jury Leave. Every employee who is called or required to serve as a trial juror or as a witness for the Federal Government, State of Iowa, or a political subdivision thereof, shall be entitled to be absent from the employee's duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the regular pay and any compensation received by the employee, except travel, food, or lodging compensation for such duty.

10.7 Personal Day. Each employee shall be granted one (1) eight (8) hour paid personal day per fiscal year. Personal days may not be accrued from one (1) year to the next. A personal day shall be taken as a full eight (8) hour day off; partial days are not permitted. Personal days shall be scheduled in the same manner as vacation as prescribed by Section 9.4.

ARTICLE XI INSURANCE, MISCELLANEOUS

11.1 Health Insurance. The City will make available to each regular full-time employee a health insurance program consisting of medical, dental and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary care physician (PCP) plan. Insurance carriers, third party

administrators, enrollment periods, funding methods, premium rates and other administrative decisions are determined by the City.

Prescription Drugs - Employee co-payments shall be \$4.00 for generic and selected over-the-counter drugs, \$10.00 for preferred brand name drugs, and \$25.00 for all other prescription drugs. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$750 per covered member/\$1,500 per covered family unit.

Contributions - For fee-for-service (indemnity) plans, the City's contribution to the single or family monthly premium shall be ninety (90) percent. For primary care physician (PCP) plans, the City's contribution to the respective single or family monthly premium shall be the same rate as for merit employees. The balance of the monthly premium cost, if any, shall be paid by the employee.

In cases where married spouses both work for the City and are eligible for health insurance coverage, contributions will be as follows. If both spouses select family coverage, the spouses shall evenly divide the employee's portion of the monthly premium. If both spouses select single coverage, each spouse shall pay the applicable monthly employee contribution for single coverage.

The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

Health Insurance Advisory Committee. Recognizing the mutual benefits of controlling health care costs and of having a healthy workforce, the Union agrees to have two representatives actively participate in a health care advisory committee. This committee will advise the city administration in evaluating the administration of the health insurance program, in communicating with system members, and in making recommendations for plan design changes. The union does not waive its right to negotiate health insurance benefits by participating in this committee.

11.2 Life Insurance. In FY 2005-06 and 2006-07 the City shall make available a \$50,000 life insurance policy for full-time employees and a \$2,500 policy for regular part-time employees.

This contribution is for life insurance premiums only. Any employee not electing to enroll in the City's group plan shall not be entitled to any cash refund. The coverage is effective on the first day of the month following 30 days of employment for regular full-time employees and on the first day of the month following one year of employment for regular part-time employees.

11.3 Longevity Pay. The City will pay full-time employees for length of continuous service at the following rates on a yearly basis.

5 years	\$100	14 years	\$280	23 years	\$460
6 years	\$120	15 years	\$300	24 years	\$480
7 years	\$140	16 years	\$320	25 years	\$500
8 years	\$160	17 years	\$340	26 years	\$520
9 years	\$180	18 years	\$360	27 years	\$540
10 years	\$200	19 years	\$380	28 years	\$560
11 years	\$220	20 years	\$400	29 years	\$580
12 years	\$240	21 years	\$420	30 years	\$600
13 years	\$260	22 years	\$440		

Employees working on a regular part-time basis are eligible for one-half (1/2) longevity benefits.

Longevity payments shall be made twice a year; November 30 and March 31. The semi-annual payments shall be in the amount of one-half (1/2) the yearly longevity payments.

Years of service will be measured as of July 1, 1977, and July 1 of succeeding years. An employee completing five (5) years of service before July 1 will be eligible for longevity pay beginning December of that year. An employee completing five (5) years of service on or after July 1 will be eligible for longevity pay during the following fiscal year or one (1) year later.

Longevity payments will not be apportioned to a terminating employee for any portion of a payment period.

11.4 Medical Examinations. All regular full-time and part-time appointments of new employees shall be conditioned upon completion of a medical examination to be conducted after a conditional offer of employment has been made.

Forms to be used by the examining physician shall be prescribed or approved by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.

When, in the judgment of the City Manager, a current employee's physical condition is such that it is desirable to evaluate the capacity to perform the duties of their position, the City Manager may require the employee to undergo a medical examination. The following procedure shall be followed:

- (a) The employee may select a physician to consult with the City Manager or with a physician selected by the City Manager concerning the need for a medical examination.
- (b) The City Manager shall provide a list of three (3) or more physicians from which the employee may select the physician to do the examination. Failure of the employee to notify the City Manager of their choice of physician within five (5) working days after receipt of such list shall constitute a waiver of their right of selection.
- (c) The report of the examining physician shall be submitted to the City Manager.

An employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from the physician or take a medical examination before returning to work. The department head shall determine if such release or examination is required.

11.5 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired, promoted, or transferred into a position in which the employee would be supervised by a member of the immediate family or in which the family member would have administrative discretion over the individual's terms and conditions of employment; or, in which the individual would supervise a member of the immediate family or have administrative discretion over the family member's terms and conditions of employment. For purposes of this section, immediate family consists of mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, cousin, aunt or uncle.

11.6 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of their employment with the City.

11.7 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with their duties as a City employee or with the duties, functions, and responsibilities of the department in which the employee is employed. The following activities shall be considered incompatible with City employment:

- (a) Any employment, activity or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies, uniform, prestige or influence of a City office or employment.
- (b) Involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for performance of an act which the employee would be required or expected to render in the regular course of City employment or as part of their duties as a City employee.
- (c) Involves the performance of an act in other than their capacity as a City employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by employee or the employer.
- (d) Involves so much of the employee's time that it impairs attendance or efficiency in the performance of duties as a City officer or employee.

11.8 Outside Employment. No employee in the City may hold outside employment unless approved by the department head. Approval of outside employment will not be unreasonably withheld and depends upon the effect outside employment may have upon the efficiency of the employee, and whether or not the outside employment is compatible with the employee's position with the City.

11.9 Deferred Income. The City of Ames makes available to all employees a deferred income plan whereby an individual can defer a portion of their current salary for use at a predetermined retirement date. The City of Ames does not make a financial contribution to this plan. Information is available from the Director of Finance.

11.10 Political Activities of Employees.

Campaign Contribution

- (a) No employee of the City shall, directly or indirectly, contribute any money or anything of value to any candidate for nomination or election to any City office or to any local campaign or political committee or take active part in any City political campaign, except to cast vote and to express personal opinion, nor shall any such candidate or committee solicit such contributions or active political support from any employee.
- (b) A person holding a City position shall not, while performing official duties or while using City equipment at the person's disposal by reason of this position, solicit in any manner contributions for any purpose, or engage in any activity during working hours that impairs the efficiency of the position or presence during the working hours.
- (c) A person holding a City position shall not, by the authority of the position, secure or attempt to secure in any manner for any other person an appointment, or advantage in appointment, to a City position or an increase in pay, or other advantage of employment, in any such position for the purpose of influencing the vote or political action of that person, or for any other consideration.
- (d) A person who, in any manner, supervises a City employee shall not, directly or indirectly, solicit the person supervised to contribute money or anything of value or service, for any purpose not connected to said person's employment.

Candidacy For Elective Office. Any person who shall become a candidate for any elective office shall, commencing thirty (30) days prior to the date of the primary or general election, and continuing until such person is eliminated as a candidate, either voluntarily or otherwise, automatically receive leave of absence without pay and during such period shall perform no duties connected with the office or position so held.

An employee shall have a leave of absence without pay if appointed to an elective office of the City until the expiration of the balance of the term of such office.

Nothing in this section shall prohibit any employee, or group of employees, individually or collectively, from expressing honest opinions and convictions or making statements concerning their wages or other conditions of employment.

11.11 Flexible Benefit Program. Should the City, during the term of this agreement, elect to offer a flexible benefit plan to all regular full-time employees not covered by a bargaining unit, the City agrees to offer the same plan to all regular full-time bargaining unit employees. A flexible benefit plan shall conform to the Internal Revenue Code, which permits an employee to designate pretax earnings for expenses such as health insurance premiums, unreimbursable medical expenses, and dependent care.

ARTICLE XII EMPLOYEE DEVELOPMENT

12.1 General Policy and Responsibility. The City Council encourages the development of employees to their fullest potential. Employees may participate in employee development programs to improve their position within the City service and receive education assistance. Employees hired before July 1, 2005, may receive education assistance through two (2) of the following three (3) methods. Employees hired on or after July 1, 2005 may receive education assistance through one (1) of the following three (3) methods:

- (a) Reimbursement for Training Expense. An employee may elect to participate in training during non-working hours and receive full reimbursement for tuition, fees and books.
- (b) Monthly Incentive Payment. An employee may elect to receive \$5.00 per month for every three-credit course, or equivalent, up to a maximum of 30 units. Participation in training must be during the employee's non-working hours.
- (c) Time Off With Pay. An employee may elect to participate in training during the regular working hours and may receive time off to attend class. In no case shall time off exceed six (6) hours during a one (1) week period.

12.2 Criteria for Eligibility. An employee must have completed the six (6) month probationary period in order to be eligible for participation in educational assistance. Courses must be job related, either to the employee's present position or to a position within the employee's promotional series.

An employee must submit in writing, at least two (2) weeks prior to the commencement of the course, a written request for educational assistance stating the course and its contents, the program under which reimbursement shall be made and an estimate of the cost along with dates of attendance. Justification for participation and the course's relatedness to the job must also be presented. Such a request for educational assistance must be approved in advance by the department head and the City Manager. Notification of approval or denial will normally be given to the employee within ten (10) working days. If a decision is not made within ten (10) days, the employee will be given written notice of the status of the request including a date by which a decision will be given. A Certificate of

Successful Completion of the course must be presented to the department head prior to any reimbursement for the course or award of incentive pay.

If an employee who has received reimbursement terminates City employment within one (1) year after the completion of the course, an amount equal to the reimbursement will be deducted from the employee's last pay check.

12.3 Credit for Training. Participation in and successful completion of courses shall be considered in making advancements and promotions. Evidence of successful completion of training programs shall be filed by the employee with the City Manager and made a part of the employee's personnel file.

12.4 Mandatory Educational Requirements. In the event an employee is required to participate in educational training, such as an apprenticeship program, as part of their conditions of employment, the employee shall not be eligible for any of the educational assistance provisions outlined above.

12.5 In-Service Training. Periodically, the City may sponsor training programs for employees in the unit. Workers may be required to attend. In this event, all training expenses shall be paid for by the City. Wages will be paid at the regular rate of pay for all hours in attendance at the meeting, workshop, etc. No travel or subsistence allowance shall be paid for when training is held in Ames.

ARTICLE XIII GENERAL PROVISIONS; TERMS OF CONTRACT; WAGES

13.1 Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Notwithstanding the foregoing, this agreement may be amended, modified or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

13.2 Separability and Savings. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, as determined by a court or other governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable; and nothing contained in this contract shall be construed as to require the Employer or the Union to violate any applicable laws. Both Employer and the Union state that it is their intent to comply with all existing laws.

13.3 Termination. Except as otherwise herein provided, this agreement shall become effective on the 1st day of July, 2005, and thereafter remain in full force and effect until the 30th day of June, 2007, and shall be automatically renewed year to year thereafter unless on or before September 1 prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

13.4 If the agreement is reopened as provided in Section 13.3, such amendments as are proposed shall be furnished with such notice, but this shall not be interpreted to mean that new or revised proposals cannot be presented in the course of negotiations.

Negotiations with regard to renewal agreement should start not later than the end of September prior to the expiration of the agreement.

13.5 Wages. Effective July 1, 2005, all employees covered by this agreement shall receive the wages as set out in Addendum A. Effective July 1, 2006, all employees covered by this agreement shall receive the wages as set out in Addendum B.

Agreed to this 1st day of July, 2005, at Ames, Iowa.

CITY OF AMES

By 

IBEW LOCAL UNION NO. 55

By 

ADDENDUM A
July 1, 2005 - June 30, 2006

		<u>Annual</u>	<u>Hourly</u>
600	Storekeeper	\$32,011.20	\$15.39
602	Records and Materials Assistant	43,180.80	20.76
604	Electrician's Helper	48,380.80	23.26
606	Underground Electric Serviceworker	46,072.00	22.15
608	Groundswoker	42,411.20	20.39
610	Truck Driver/Groundswoker	46,072.00	22.15
612	Electric Serviceworker	49,545.60	23.82
614	Electric Lineworker	57,054.40	27.43
616	Substation Electrician	57,054.40	27.43
618	Electric Line Foreman	60,444.80	29.06
620	Electric Meter Repair Worker	49,150.40	23.63
622	Electrical Engineering Assistant	47,112.00	22.65
624	Electrical Engineering Technician	61,401.60	29.52
626	Substation Foreman	60,444.80	29.06
628	Apprentice Electric Lineworker		
630	Apprentice Substation Electrician		
	A. 0 - 1000 Hours (65%)	37,086.40	17.83
	B. 1000 - 2000 Hours (70%)	39,936.00	19.20
	C. 2000 - 3000 Hours (75%)	42,806.40	20.58
	D. 3000 - 4000 Hours (80%)	45,635.20	21.94
	E. 4000 - 5000 Hours (85%)	48,505.60	23.32
	F. 5000 - 6000 Hours (90%)	51,334.40	24.68
632	Apprentice Electric Meter Repair Worker		
	A. 0 - 1000 Hours (75%)	36,857.60	17.72
	B. 1000 - 2000 Hours (80%)	39,312.00	18.90
	C. 2000 - 3000 Hours (85%)	41,787.20	20.09
	D. 3000 - 4000 Hours (90%)	44,241.60	21.27

The above listed wage rates for apprentices are based on percentages of journeyman rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprentice agreements.

ADDENDUM B
July 1, 2006 - June 30, 2007

	<u>Annual</u>	<u>Hourly</u>
600 Storekeeper	\$35,214.40	\$16.93
602 Records and Materials Assistant	44,699.20	21.49
604 Electrician's Helper	50,065.60	24.07
606 Underground Electric Serviceworker	47,694.40	22.93
608 Groundswoker	43,888.00	21.10
610 Truck Driver/Groundswoker	47,694.40	22.93
612 Electric Serviceworker	51,272.00	24.65
614 Electric Lineworker	59,051.20	28.39
616 Substation Electrician	59,051.20	28.39
618 Electric Line Foreman	62,566.40	30.08
620 Electric Meter Repair Worker	50,876.80	24.46
622 Electrical Engineering Assistant	48,755.20	23.44
624 Electrical Engineering Technician	63,544.00	30.55
626 Substation Foreman	62,566.40	30.08
628 Apprentice Electric Lineworker		
630 Apprentice Substation Electrician		
A. 0 - 1000 Hours (65%)	38,376.00	18.45
B. 1000 - 2000 Hours (70%)	41,329.60	19.87
C. 2000 - 3000 Hours (75%)	44,304.00	21.30
D. 3000 - 4000 Hours (80%)	47,236.80	22.71
E. 4000 - 5000 Hours (85%)	50,211.20	24.14
F. 5000 - 6000 Hours (90%)	53,123.20	25.54
632 Apprentice Electric Meter Repair Worker		
A. 0 - 1000 Hours (75%)	38,147.20	18.34
B. 1000 - 2000 Hours (80%)	40,684.80	19.56
C. 2000 - 3000 Hours (85%)	43,243.20	20.79
D. 3000 - 4000 Hours (90%)	45,780.80	22.01

The above listed wage rates for apprentices are based on percentages of journeyman rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprentice agreements.

ADDENDUM C
CLOTHING PROVISIONS

The City will have delivery of the below listed items on or before August 1st of each year, with winter clothing having been delivered on or before October 1st of each year. Ordering information for clothing will be taken beginning June 15 so that an order may be placed July 1. New employees hired after July 1 will receive pro-rated clothing after completion of the probationary period.

If the below listed items are not delivered to the employee for employee use on or before the said dates of any year, the City will purchase the below listed items from the most available source across the counter. Electrical Engineering Technician, Electrical Engineering Assistant, Records and Materials Assistant, and Storekeeper will be furnished clothing suitable, as determined by management, for their positions.

The City shall furnish yearly:

4 pair of pants
3 shirts

Employees may select quantities or items of work clothes described above as long as this does not result in an extra cost to the City for an individual's work clothes. If the selection of items or quantities of work clothes results in an amount less than provided for, there is no provision for receiving credit for the unused amount.

The City shall furnish not less than every two (2) years:

Jacket with liner
Insulated coverall and hood for insulated coveralls

When evidence of need is demonstrated, the City shall furnish:

Hard hat liner
Rubber glove liners
Rain pants
Rain jacket and hood
Leather gloves

When evidence of need is demonstrated, the City shall furnish replacement clothing or shoes of equal value contaminated by PCB spills, contaminated or non-contaminated transformer oil due to a work related cause, or battery acid, or any hazardous materials; provided that the employee was practicing the safety rules of the City. In order for an employee to request reimbursement, they must complete an incident report and report it by the start of the next work day. The damaged item must be surrendered.

The Utility shall pay each employee \$120 per year payable in July toward purchase of appropriate footwear.

The Utility shall furnish or replace safety toe footwear for employees who are required to wear them in the performance of their job, but not more often than one pair per year. These employees will not receive other footwear allowances.

ADDENDUM D
LINE DEPARTMENT RULES AND REGULATIONS

When work is being done, the Safety Rule Book will be used as a guideline. Whenever City rules and policy state otherwise, City rules and policies will take precedence and be followed. It is taken into account that safety rules and policy will not cover all situations, and it is the responsibility of every employee to assess the dangers and use appropriate measures to insure the safety of all employees and the public.

If an employee is called upon to perform work which he considers hazardous and not properly protected, he shall bring the matter to the attention of his foreman or person in charge before starting his work. If questions arise, interpretation rests finally with the supervisor.

Any equipment that fails a visual or mechanical test shall be deemed unsafe and shall be red-tagged and reported to the supervisor.

Primary Areas (more than 600 volts) will only be worked in by journeyman lineworkers or an appropriate step apprentice supervised by a journeyman lineworker.

We will consider the area to be reaching or falling distance plus two feet of a primary conductor.

The Reaching or Falling Distance is the maximum distance from an energized conductor that a person can be and still make contact with that conductor with any extremity of his body, clothing, or hardware that he holds. Any individual working within this area will be considered the same as the conductor.

Two Man Rule: When energized conductors of more than 600 volts are being handled, the two man rule will apply. Work of this nature will be done with a journeyman lineworker who is assisted by another journeyman lineworker or by an apprentice on the appropriate step. When both men are in Reaching or Falling Distance of a Primary Area, a third employee will be present on the ground or in the immediate area to give assistance in case of an emergency.

The Two Man Rule will not apply when hotsticks are being used, when the voltage being worked is 600 volts or less, or when work is being done on dead front transformers or on equipment with an effective shield between the work area and the primary area.

Primary Conductor: A Primary Conductor will be wires, bushings, and equipment of a voltage of 600 volts or higher that are bare or are not effectively grounded or insulated for the voltage they are transmitting. Wires and equipment with effective insulation or that are grounded or shielded with an effective ground will not be considered a primary conductor for the purpose of work being done in the vicinity by employees or designated personnel. Wires, bushings, and equipment that constitute a hazard to the employee or designated personnel will be covered with the appropriate cover up so as not to constitute a hazard.

Network: Vaults and manholes are considered effectively insulated or grounded and will not be considered a primary area unless insulation or grounding is removed from a primary conductor. The secondary conductor of the network will not be considered a primary area, but when work is being done on bare secondary conductors, high voltage rubber gloves will be worn, and only personnel in appropriate classification will handle the energized secondary conductors. There will be a minimum of three people present when working on the network.

Before entering any vault or manhole, atmospheric testing shall be done and appropriate ventilation shall be used.

High Voltage Rubber Gloves and Sleeves: High voltage rubber gloves and sleeves shall be worn whenever working within a primary area.

Rubber-gloving primary conductors of over 5KV (phase to ground) from a pole or structure shall not be permitted.

Rubber-gloving primary conductors of over 10KV (phase to ground) from an approved aerial device shall not be permitted.

No primary conductors shall be handled without using approved hotsticks while the worker is on the ground.

High voltage rubber gloves shall be worn when operating switch handles of mechanically operated high voltage switches.

High voltage rubber gloves and their protectors shall be in good condition with a test date not to exceed 60 days. Those gloves found not to be in acceptable condition shall be tested and approved before being used again.

High voltage rubber sleeves shall be in good condition with a test date not to exceed 100 days. Those sleeves found not to be in acceptable condition shall be tested and approved before being used again.

Secondary Voltages (600 volts or less) may be worked on by employees under the supervision of a journeyman lineworker, electric serviceworker, underground electric serviceworker, electrician, apprentice lineworker in appropriate step, or meter repair worker.

Secondary Rubber Gloves: Secondary rubber gloves shall be worn when making contact with bare energized conductors of 600 volts or less while working at ground level. Otherwise, appropriate work gloves shall be worn while handling energized secondary conductors.

Secondary rubber gloves and their protectors shall be in good condition, with a test date not to exceed 100 days. Those gloves found not to be in acceptable condition shall be tested and approved before being used again.

An employee may, at any time he deems necessary, use his high voltage rubber gloves, as long as he does not violate the minimum rubber-gloving requirements.

Hot Sticks will have a current test date not to exceed one year. Primary voltages may be worked with hotsticks by designated personnel.

Examples: Installing and removing hot line clamps.
Installing and removing high voltage dead front connectors. Opening and closing high voltage cut-out doors.

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
Accident Reports	13	Overtime	10
Call-In	10	Outside Employment	18
Clothing	7, 24	Personal Day	15
Compensatory Time	10	Political Activities	18
Contract, Term of	20	Prescription Drugs	16
Deferred Income	18	Recognition of Unit	1
Definitions	1	Relatives, Employment of	17
Discipline	4	Residence	9
Dues Check-off	3	Rest Period	9
Emergency Leave	15	Rest Time	11
Employee Development	19	Rules and Regulations	25
Equipment	7	Seniority	6
Family Sick Leave	13	Sick Leave	12
Flexible Benefit Program	19	Standby	8
Funeral Leave	15	Terminal Leave	12
Gifts	17	Tools	7
Glasses	7	Union Leave	8
Grievance Procedure	4	Union Rights	2
Health Insurance	15	Union Visitation Rights	4
Holiday Pay	11	Unreasonable Weather	9
Holidays	11	Vacations	12
Hours	10	Wages	22
Incompatible Activities	17	Weekend Work	11
Injury Leave	14	Work Assignments	9
In-service Training	20	Working Conditions	7
Jury Leave	15		
Labor-Management Meetings	9		
Layoff	7		
Life Insurance	16		
Longevity	16		
Management Rights	3		
Meal Allowance	8		
Medical Examinations	13, 17		
Military Leave	7		
Non-discrimination	3		